

LAQUER, URBAN, CLIFFORD & HODGE LLP

Michael A. Urban, Nevada Bar No. 3875
Nathan R. Ring, Nevada Bar No. 12078
Sean W. McDonald, Nevada Bar No. 12817
4270 South Decatur Blvd., Suite A-9
Las Vegas, Nevada 89103
T: (702) 968-8087
F: (702) 968-8088
murban@luch.com; nring@luch.com;
smcdonald@luch.com
Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TRUSTEES OF THE OPERATING ENGINEERS
PENSION TRUST; TRUSTEES OF THE
OPERATING ENGINEERS HEALTH AND
WELFARE FUND; TRUSTEES OF THE
OPERATING ENGINEERS JOURNEYMAN
AND APPRENTICE TRAINING TRUST; AND
TRUSTEES OF THE OPERATING ENGINEERS
VACATION-HOLIDAY SAVINGS TRUST,

Plaintiffs,

vs.

WESTERN EXPLOSIVES SYSTEMS
COMPANY, a Delaware corporation; JARED L.
FREDRICK, an individual; THOMAS C.
FREDRICK, JR., an individual; and PAUL A.
FREDRICK, an individual,

Defendants.

Case No. 2:13-cv-00092-GMN-NJK

**STIPULATION FOR DISMISSAL WITHOUT
PREJUDICE AND ORDER THEREON**

Plaintiffs, TRUSTEES OF THE OPERATING ENGINEERS PENSION TRUST; TRUSTEES
OF THE OPERATING ENGINEERS HEALTH AND WELFARE FUND; TRUSTEES OF THE
OPERATING ENGINEERS JOURNEYMAN AND APPRENTICE TRAINING TRUST; AND
TRUSTEES OF THE OPERATING ENGINEERS VACATION-HOLIDAY SAVINGS TRUST, by and
through their counsel of record, Laquer, Urban, Clifford & Hodge, LLP, and Defendants, WESTERN
EXPLOSIVES SYSTEMS COMPANY, a Delaware corporation; JARED L. FREDRICK, an individual;
THOMAS C. FREDRICK, JR., an individual; and PAUL A. FREDRICK, an individual, by and through

their counsel of record, Clark Law Counsel PLLC, hereby agree and stipulate subject to the approval and Order of the Court, as follows:

1. A full and final settlement of the above-entitled action has been entered into and agreed to by the Parties. The Parties have executed a Settlement Agreement and Mutual Release ("Settlement Agreement"). Therefore, the Parties request this action be dismissed without prejudice.

2. The Parties have agreed that this Court shall reserve and retain jurisdiction of this action and the Parties to enforce the terms of the Settlement Agreement. In accordance with the Second paragraph of the Settlement Agreement, the Parties shall cause their respective attorneys to execute a stipulation of dismissal with prejudice once the condition set forth in that paragraph is satisfied.

DATED: October 20, 2015

LAQUER, URBAN, CLIFFORD & HODGE LLP

By: /s/ Nathan R. Ring
 Michael A. Urban, Nevada Bar No. 3875
 Nathan R. Ring, Nevada Bar No. 12078
 Sean W. McDonald, Nevada Bar No. 12817
 4270 South Decatur Blvd., Suite A-9
 Las Vegas, Nevada 89103
 T: (702) 968-8087
 murban@luch.com; nring@luch.com;
 smcdonald@luch.com
Counsel for Plaintiffs

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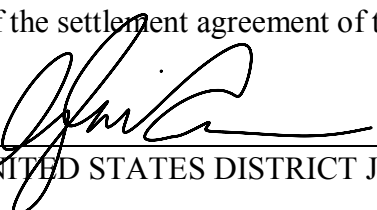
CLARK LAW COUNSEL PLLC

By: /s/ Dustin L. Clark
 Dustin L. Clark, Nevada Bar No. 10548
 10155 W. Twain Ave., Ste. 100
 Las Vegas, NV 89147
 T: (702) 540-9070
 F: (702) 968-8088
 Dustin@clarklawcounsel.com
Counsel for Defendants

ORDER

IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice. The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

DATED: October 26, 2015


 UNITED STATES DISTRICT JUDGE